

AGREEMENT

This agreement is made between Affordable Plumbing and Rooter (“Affordable Plumbing”), 2730 Circle Drive, Santa Clara, UT 84765, and Washington County (“County”) 197 East Tabernacle, St. George, UT 84770, hereinafter collectively referred to as the “Parties”.

WHEREAS, on or about July 1, 2007, the Parties entered into an agreement whereby Affordable Plumbing cleaned and maintained supplies at three (3) outhouses: two (2) at Chuckwalla Trailhead north of Snow Canyon Parkway and one (1) at the Cottonwood Trailhead northwest of the Walmart Distribution Center in Hurricane (“July 1st Agreement”). The Bureau of Land Management (“BLM”) has taken over the responsibility for the one (1) outhouse at Cottonwood. Therefore, the July 1st contract needs to be rescinded.

NOW, THEREFOR, the Parties, for the consideration hereinafter named, agree as follows:

1. The July 1st Agreement is hereby rescinded.
2. Affordable Plumbing agrees to clean and maintain supplies at the Chuckwalla Trailhead northwest of the Walmart Distribution Center in Hurricane, Utah (the “Services”). The Services are more particularly described as follows:
 - a. Regular Services (each visit) include the following:
 - i. Clean the toilet bowl and the toilet’s exterior.
 - ii. Restock the toilet paper.
 - iii. Wipe door handles in/out.

- iv. Sweep the floor of the building.
 - v. Empty the trash.
 - b. Periodic service (once a month or as needed) includes:
 - i. Clean the restroom walls.
 - ii. Clean the window ledge.
 - iii. Clean the floor.
 - c. Affordable Plumbing shall provide all of the supplies.
- 3. The Services shall be performed once per week.
- 4. The consideration for the Services is \$ 225.00 per month.
- 5. Affordable Plumbing shall bill Washington County for the Services monthly.
- 6. It is mutually agreed that this agreement may be terminated by either party by written notice mailed or delivered to the other party at the last known address of the other party.
- 7. In the event of default in the performance of the terms and conditions of this agreement, the defaulting party agrees to pay all costs and expenses arising out of such default, including, but not limited to, reasonable attorney's fees.

DATED this ____ day of _____, 2010.

WASHINGTON COUNTY

James J. Eardley, Chair
Washington County Commission

Affordable Plumbing

By: _____

Its: _____